

<i>SERFF Tracking Number:</i>	<i>PERR-125301093</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ohio Indemnity Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026537</i>
<i>Company Tracking Number:</i>	<i>OIC-CIM-KE-AR-07-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>OIC-CIM-KE-AR-07-01-F</i>		
<i>Project Name/Number:</i>	<i>OIC-CIM-KE-AR-07-01-F/OIC-CIM-KE-AR-07-01-F</i>		

Filing at a Glance

Company: Ohio Indemnity Company	SERFF Tr Num: PERR-125301093	State: Arkansas
Product Name: OIC-CIM-KE-AR-07-01-F	SERFF Status: Closed	State Tr Num: AR-PC-07-026537
TOI: 09.0 Inland Marine	Co Tr Num: OIC-CIM-KE-AR-07-01-F	State Status:
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
Filing Type: Form	Authors: Neresia Torres, Olga E. Burciaga, Addy Anggelico	Disposition Date: 11/26/2007
	Date Submitted: 10/23/2007	Disposition Status: Approved
Effective Date Requested (New): 11/23/2007		Effective Date (New): 11/23/2007
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 11/26/2007

General Information

Project Name: OIC-CIM-KE-AR-07-01-F	Status of Filing in Domicile: Pending
Project Number: OIC-CIM-KE-AR-07-01-F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/26/2007	
State Status Changed: 10/24/2007	Deemer Date:
Corresponding Filing Tracking Number: OIC-CIM-KE-AR-07-01-R (desk file)	
Filing Description:	
On behalf of Ohio Indemnity Company ("the Company"), we are submitting this filing to introduce a new Commercial Inland Marine line of business for Equipment Physical Damage. Please see the enclosed memorandum and supporting material for more detailed information.	

The Company respectfully requests that this new program be implemented for all policies effective November 23, 2007 or upon earliest possible date of approval/acknowledgment.

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Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it. Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project Coordinator	doi@perrknight.com
881 Alma Real Drive	(888) 201-5123 [Phone]
Pacific Palisades, CA 90272	(310) 230-8529[FAX]

Filing Company Information

Ohio Indemnity Company	CoCode: 26565	State of Domicile: Ohio
250 E. Broad Street, 10th Floor	Group Code:	Company Type:
Columbus, OH 43215	Group Name:	State ID Number:
(614) 220-5210 ext. [Phone]	FEIN Number: 31-0620146	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per forms filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ohio Indemnity Company	\$0.00	10/23/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
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<i>Project Name/Number:</i>	<i>OIC-CIM-KE-AR-07-01-F/OIC-CIM-KE-AR-07-01-F</i>		
101342	\$50.00	10/22/2007	

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TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/26/2007	11/26/2007
Approved	Llyweyia Rawlins	10/25/2007	10/25/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Equipment Physical Damage Property Policy Declarations	Form	Neresa Torres	11/26/2007	11/26/2007

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Disposition

Disposition Date: 11/26/2007

Effective Date (New): 11/23/2007

Effective Date (Renewal): 11/26/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Product Name:	OIC-CIM-KE-AR-07-01-F		
Project Name/Number:	OIC-CIM-KE-AR-07-01-F/OIC-CIM-KE-AR-07-01-F		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo and Letter of Authorization	Approved	Yes
Form	Equipment Physical Damage Property Policy Declarations	Approved	Yes
Form	Equipment Physical Damage Property Policy	Approved	Yes
Form	Equipment Physical Damage Application	Approved	Yes
Form	Equipment Physical Damage Property Policy - Additional Collateral Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Equipment Physical Damage Property Policy Declarations	Approved	Yes

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Status: Approved

Comment:

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Form	Equipment Physical Damage Application	Approved	Yes
Form	Equipment Physical Damage Property Policy - Additional Collateral Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
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Amendment Letter

Amendment Date:

Submitted Date: 11/26/2007

Comments:

Thank you for re-opening the captioned filing. At this time the company would to add a Declaration Page Extension (page 2) to the filing. This would be used only if the original Declarations page ran out of room for the insured equipment.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Equipment Physical Damage Property Policy Declarations	EPD-100 (PAGE 2)	10/07	Declarati ons/Schedule	New			0	EPD-100 Page 2 10 2007 _2_.pdf

SERFF Tracking Number: PERR-125301093 State: Arkansas

Filing Company: Ohio Indemnity Company State Tracking Number: AR-PC-07-026537

Company Tracking Number: OIC-CIM-KE-AR-07-01-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: OIC-CIM-KE-AR-07-01-F

Project Name/Number: OIC-CIM-KE-AR-07-01-F/OIC-CIM-KE-AR-07-01-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Physical Damage Property Policy Declarations	EPD-100	10/2007	Declaration New s/Schedule		0.00	EPD-100 v210.pdf
Approved	Equipment Physical Damage Property Policy	EPD-200	10/2007	Policy/CoveNew rage Form		0.00	EDP 200 new languagev2 10.pdf
Approved	Equipment Physical Damage Application	EPDAPP	10/2007	Application/ New Binder/Enro llment		0.00	EPD Application.p df
Approved	Equipment Physical Damage Property Policy - Additional Collateral Endorsement	EPD-301	10/2007	Endorseme New nt/Amendm ent/Condi ti ons		0.00	EPD-301 10.pdf
Approved	Arkansas Amendatory Endorsement	EPD-400 AR	10/2007	Declaration New s/Schedule		0.00	Arkansas Amendatory Endorsemen t.pdf
Approved	Equipment Physical Damage (PAGE 2) Property Policy Declarations	EPD-100	10/07	Declaration New s/Schedule		0.00	EPD-100 Page 2 10 2007 _2_.pdf



**OHIO
INDEMNITY
COMPANY**

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

Equipment Physical Damage Property Policy Declarations

Policy Number _____

Item 1. INSURED NAME AND ADDRESS

Insured Name, Address, and Phone Number

Item 2. COVERAGE PERIOD

From Effective Date			To Expiration Date			Term In Months (Not to Exceed 12 Months)
MONTH	DAY	YR	MONTH	DAY	YR	

At 12:01 A.M. Standard Time at the address of the Insured stated herein.

Item 3. AMOUNT OF COVERAGE AND PREMIUM

Amount of Coverage: \$	Premium \$
Maximum Limit Per Covered Item \$	
Deductible \$	

Item 4. DESCRIPTION OF INSURED PROPERTY

Year	Make and Model	Type	Identification Number	Retail Cash Selling Price
Total:				

THIS COVERAGE PROVIDES PHYSICAL DAMAGE COVERAGE ON THE ITEMS INDICATED ABOVE .

Date Issued: _____

For questions about this coverage, please
contact the Program Administrator →

Authorized Representative: _____

Program Administrator: _____



OHIO
INDEMNITY
COMPANY

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

Equipment Physical Damage Property Policy

READ YOUR POLICY CAREFULLY

I. INSURING AGREEMENTS

In return for the payment of premium, which shall be computed in accordance with **our** rates and rules and subject to all of the terms and conditions of this policy, **we** agree with **you** as follows:

II. DEFINITIONS

The following words and phrases have special meaning throughout this policy and are printed in **Bold-Faced Type** when used:

1. "**You**", "**your**", "**yours**", and "**Insured**" means the named insured shown in Item 1 of the Declarations page.
2. "**Company**", "**we**", "**us**", and "**our**" means Ohio Indemnity Company.
3. "**Covered property**", "**insured property**" and "**property**" means any item identified as covered in Item 4 of the Declarations page of the following types:
 - a. "**Agricultural equipment**" means any tractor, lawn mower, machine or equipment designed and used primarily for agricultural purposes. This includes accessories and implements if shown on the Declarations page.
 - b. "**Consumer equipment**" means any tractor, lawn and garden mowers and equipment, snow blowers or machines used primarily for residential purposes. This includes accessories and implements if shown on the Declarations page.
 - c. "**Construction equipment**" means any machine, tractor, or equipment designed and used primarily for construction purposes. This includes accessories and implements if shown on the Declarations page.
 - d. "**Commercial equipment**" means any machine, tractor, equipment, or **utility vehicle** used primarily for business purposes. This includes accessories and implements if shown on the Declarations page.
 - e. "**Utility vehicles**" means any general purpose, recreational, worksite and turf vehicles using four wheel drive, not licensed for street use. This includes accessories and implements if shown on the Declarations page.
4. "**Loss**" means a direct, sudden or accidental damage to or theft of the **covered property**.
5. "**Date of loss**" means the date on which the **loss** occurred or in the event of a theft, vandalism, or malicious mischief claim, the date of theft as evidenced by a police report filed by **you**. If the **loss** occurrence date cannot be determined, the **date of loss** shall then be the date **you** were notified of the **loss**.
6. "**Coverage period**" means the period of coverage as shown under Item 2 on the Declarations page and not to exceed 12 months.
7. "**Retail cash selling price**" means the price paid by **you** for the **property** as shown on the Declarations page. This does not include taxes, fuel charges and delivery or set up fees.
8. "**Cancel**", "**cancelled**", and "**cancellation**" means the termination of coverage under this policy according to the terms and provisions of Section V, Condition 17.
9. "**Impaired**" and "**impairment**" means that a covered **loss** has occurred and the value of the **covered property** because of **loss** is reduced to an amount that is less than the **Retail Cash Selling Price** on the **date of loss**.
10. "**Actual cash value**" means the replacement cost of the **covered property** less depreciation or betterment. Depreciation is a decrease or loss in value to the **covered property** because of use, disuse, physical wear and tear, age, out-datedness or other causes. Betterment is improvement of the **covered property** to a value greater than its pre-loss condition.
11. "**Occurrence**" means an accident, theft or vandalism resulting in **loss** to the **covered property** that takes place during the period of insurance under this policy or a continuous or repeated exposure to the same conditions during the policy period. All such exposures will be considered one **occurrence**.
12. "**Replacement cost**" means the cost to replace the **covered property** with **property** of comparable material and quality and used for the same purpose without deduction for depreciation.

III. COVERAGE PROVIDED

We provide coverage for **loss** to the **covered property** except as excluded herein.

IV. EXCLUSIONS

We do not provide coverage:

1. For consequential or indirect **loss**, loss of use, substitute transportation, or storage expenses.
2. For any **loss** resulting from wear and tear, gradual deterioration, inherent vice, latent defect, freezing, mechanical or electrical breakdown.
3. For **loss** to tires in the event of blowouts, punctures or other road damage to tires unless caused by other **loss** covered by this policy.
4. For **loss** caused by declared or undeclared war or insurrection or any of their consequences.
5. For **loss** caused by the explosion of a nuclear weapon or its consequences.
6. For **loss** caused by any nuclear reaction, nuclear radiation, or radioactive contamination.
7. For **loss** while the **covered property** is used in illegal activities.
8. For **loss** to equipment designed for the recording, reproduction, receiving or transmitting of sound or signals unless the device is permanently installed in the **covered property**.
9. For **loss** to optional equipment available from the manufacturer of the **covered property**, unless such equipment is listed on the Declarations page.
10. For **loss** due to conversion, secretion, or embezzlement by **you** or any other party, in lawful possession of the **covered property**.
11. For **loss** which occurs prior to the effective date of the policy, after the expiration date of the policy, or after the **cancellation** date of this policy.
12. For **loss** to **covered property** that is used in any race or speed contest.
13. For **loss** if the **covered property** is assigned, transferred or leased to another person or organization by **you**.
14. For **loss** resulting from any repairing, remodeling or restoration process or from structural, mechanical or electrical breakdown or failure unless fire or other accident ensues, and then **we** will only cover the **loss** or damage caused by such ensuing fire or accident.
15. For **loss** due to confiscation of the **covered property** by the police, law enforcement officers, or any public authority.
16. For **loss** resulting from forgery or use of an alias.
17. **Property** damage caused by or contributed to by the intentional act of **you**, or others acting on behalf of or at the direction of **you** which acts are intended to cause or create a known risk of such **property** damage.
18. For **loss** or damage caused by or resulting from nesting or infestation by or discharge or release of waste products or secretions from insects, birds, rodents or other animals.

V. CONDITIONS

1. WHEN AND WHERE THIS POLICY APPLIES

We cover any **loss**, not excluded in Section IV, which occurs:

- A. During the coverage period specified in Item 2 on the Declarations page, unless terminated earlier in accordance with the terms and conditions of this policy.
- B. While the **covered property** is in the United States of America, its territories, possessions, Puerto Rico, or Canada, or while the **covered property** is being transported between any of these places.
- C. It is understood and agreed that in the event of **loss**, **you** must transport the **covered property** to a point in the United States where adjustment can be made. Cost of such transporting, towing, salvage, and storage of the **covered property** outside the United States shall not be part of a claim made against **us**.

2. LIMITATION OF TRANSFER OR RENEWABILITY

- A. Coverage provided under this policy is not transferable to any other property.
- B. Nonrenewal:
 - (1) We may elect not to renew this **policy**.
 - (2) We may do so by mailing written notice to **you** at **your** last known mailing address, at least 30 days before the expiration of this **policy**. Proof of mailing will be sufficient proof of notice.

3. CONDITIONS PRECEDENT TO LIABILITY

There will be no attachment of liability on **our** part unless:

- A. A police report was filed by the **Insured** if **loss** was caused by theft, vandalism or malicious mischief;
- B. **We** inspect and appraise the damaged **property** before its repair or disposal;
- D. **You** have notified **us** of the **loss** within a reasonable length of time not to exceed sixty (60) days after the date **you** were notified of **loss** to the **covered property**;
- E. The **property** covered under this policy is specified as identified in Item 4 of the Declarations page.

4. LIMIT OF LIABILITY-SETTLEMENT OPTIONS

- A. **Our** liability to **you** shall not exceed the lesser of the following amounts after deduction of any compensation for the **loss** paid to **you** by a third party and less the deductible stated in Item 3 of the Declarations page:
 - (1) The cost of repairing or replacing the damaged or stolen **covered property** with like kind and quality; or
 - (2) The **actual cash value** of the **covered property** less salvage value.
 - (3) The **maximum limit per item** listed on the **policy** for any one item, or the **total retail cash selling price** for all items listed on the Declaration Page for any loss occurrence involving two or more items, less salvage value.
- B. At **our** option **we** may pay for the **loss** in money or may repair or replace the damaged or stolen **covered property**. **We** may take all or such part of the **covered property** at the agreed or appraised value; however, the **property** may not be abandoned to **us**.
- C. If there is damage to the **covered property** caused by more than one **loss**, each **loss** shall be adjusted separately, and any applicable deductible amount shall be applied separately to each **loss**.
- D. If there are two or more items of **covered property** included in one policy, **we** will not pay more for one item than the proportionate part of the total **actual cash value** that each item represents.

5. DUTIES IN THE EVENT OF LOSS

In the event of **loss** to **covered property**, **you** must:

- A. Promptly notify **our** agent or **us** of the **loss**. Such notice must be no later than sixty (60) days after the **date of loss**.
- B. Provide details as to how, when and where the **loss** occurred.
- C. Provide a copy of the police report if the **loss** is caused by theft, vandalism or malicious mischief.
- D. Cooperate with **us** in the investigation, settlement or the conduct of any suit. **You** will not make settlement with others for **loss** to any **covered property**. **You** will not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense.
- E. Permit **us** to inspect and appraise the damaged **covered property** before its repair or disposition.
- F. Take reasonable steps after **loss** to protect the **covered property** from further **loss**. If **you** do not protect the **covered property**, such additional **loss** will be deducted from **our** payment to **you**.
- G. Not, except at **your** expense, offer any reward, assume any other obligations or expense unless specifically authorized in writing by **us**.
- H. Submit proof of **loss** documentation in such form as **we** may require.

6. ACTION AGAINST US

There will be no payment for **loss**, nor may **you** bring suit against **us** until:

- A. There has been full compliance with all of the terms and conditions of this policy; and
- B. Thirty (30) days have passed since **you** complied with all items listed under Condition 5. DUTIES IN THE EVENT OF LOSS.
- C. Any suit or legal proceeding has been commenced within one (1) year from the time at which all conditions under this policy have been met.

7. DEDUCTIBLE

The **deductible** is stated in ITEM 3 of the Declarations page to this policy.

8. OUR RIGHT TO RECOVER FROM OTHERS

If **we** make any payment for **loss** under this policy, **we** are entitled to recover what **we** paid from other legally responsible parties. **You** must transfer to **us** **your** right of recovery against any other party. **You** must do everything necessary to secure these rights and must do nothing that will harm them. **We** shall not exercise **our** right of recovery against any **Insured** in respect to any **loss** paid under this policy, provided such **loss** did not originate through the willful action, knowledge or intent of the **Insured**. If the **Insured** effects separate settlement and releases any person or organization responsible for **loss**, **we** shall have the right to claim against the **Insured** up to the amount paid by **us**.

9. OTHER INSURANCE

You may have another policy subject to the same terms as this policy. If **you** do, **we** will pay **our** share of the covered **loss**. **Our** share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis.

10. PAIR, SET OR PARTS

In the event of **loss** to a pair, set or parts, **we** will be liable as follows:

- A. For any **covered property** that is part of a pair or set, **we** will pay a reasonable and fair proportion of the total value of the pair or set. In no event will such **loss** mean total **loss** of the pair or set; and
- B. For any part of the **covered property** that consists of several parts when completed, **we** will only be liable for the **actual cash value** of the part lost or damaged or to repair the lost or damaged part.

11. CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**. If a change requires a premium adjustment, **we** shall adjust the premiums as of the effective date of the change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the revision date.

12. TRANSFER OF INTEREST IN THIS POLICY

Your rights and duties under this policy shall not be assigned without **our** written consent. **You** must promptly notify **us** of any change in ownership or any transfer of interest in any of the **property** covered by this policy.

13. NO BENEFIT TO BAILEE

We shall not recognize any assignment nor grant any coverage for the benefit of any person or organization holding, storing, or transporting **covered property** for a fee.

14. BANKRUPTCY

Bankruptcy or insolvency of **you** shall not relieve **us** of any obligations under this policy.

15. CONCEALMENT, FRAUD, OR MISREPRESENTATION

We do not provide coverage for anyone who has intentionally, either before or after a **loss**, concealed or misrepresented any material fact or circumstance relating to this insurance.

16. TERMS OF POLICY CONFORM TO STATUTE

Any terms of this policy which are in conflict with the statutes of the state where the policy is issued are hereby changed to conform to the minimum requirements of the statutes.

17. CANCELLATION OF THIS POLICY

The **Insured** may **cancel** this policy by mailing notice to **us**, stating when thereafter such **cancellation** shall be effective. **We** may **cancel** this policy by providing **you** with written notice of such **cancellation**, specifying an effective date for such **cancellation** of at least thirty (30) days, or if **cancellation** is based upon non-payment of premium, ten (10) days after the date set forth on such written notice. The mailing of notice shall be sufficient proof of notice of **cancellation**, and the effective date of such **cancellation** shall be set forth in such notice.

If a policy is **cancelled** in accordance with this section, return premium will be calculated on a pro-rata basis.

18. Waiver or Estoppel

No action, representation or other conduct by **us** or **our** agents shall be construed as a waiver or estoppel with respect to any of **our** rights under this policy unless **we** expressly consent to such waiver or estoppel in writing.

19. APPRAISAL

If **you** do not agree with **our** determination of the amount of **loss**, **you** may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In that event, each party will select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. Each party will each pay their chosen appraiser and will bear equally the other expenses of the appraisal and the umpire.

20. DECLARATIONS ACKNOWLEDGEMENT

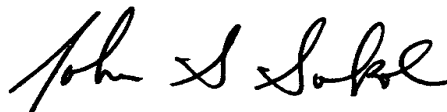
By acceptance of this policy **you** agree that:

- A. The statements in the Declarations page are **your** representations and agreements; and
- B. This policy is issued in reliance upon **your** representations and agreements; and
- C. This policy contains all agreements between **you** and **us** or **our** agent relating to this insurance.

In Witness whereof, the **Company** has caused this policy to be signed by its President and the Secretary, but this policy shall not be valid unless the Declarations page is countersigned, when necessary, by a duly authorized representative of the **Company**.



Secretary



President



Equipment Physical Damage Application

OHIO INDEMNITY COMPANY

FLEXIBLE PROTECTION, PERSONAL ATTENTION, EXPERIENCE YOU CAN TRUST

250 EAST BROAD STREET • COLUMBUS, OHIO 43215
(614) 228-2800 • (614) 228-5552 FAX • (800) 628-8581

Purchaser _____

Address _____

Phone _____ Fax _____

Desired Effective Date _____ Coverage Limit Requested \$ _____

Number of Months _____ Desired Expiration Date _____

DESCRIPTION OF INSURED PROPERTY:

YEAR	(N) OR (U)	MAKE	MODEL	DESCRIPTION	SERIAL NO.	INSURED VALUE
------	------------	------	-------	-------------	------------	---------------

TOTAL PREMIUM \$ _____ DEDUCTIBLE \$ _____

Equipment Use: _____

Covered perils: Fire, Lightning, Windstorm, Hail, Explosion, Aircraft, Vehicles, Smoke, Flood, Collision, Vandalism and Theft.

I hereby make application to Ohio Indemnity Company for the insurance coverage described in the above schedule. The option has been extended to me to purchase the insurance from any Company or Agent of my choice. I also agree there is no existing damage on the equipment listed above.

NOTICE TO ARIZONA RESIDENT APPLICANTS: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

NOTICE TO ARKANSAS RESIDENT APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and subject to fines and confinement in prison.

NOTICE TO CALIFORNIA RESIDENT APPLICANTS: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO RESIDENT APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard

to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DELAWARE RESIDENT APPLICANTS: Any person who knowingly, and with the intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO FLORIDA RESIDENT APPLICANTS: Any person who knowingly, and with the intent to injure, defraud or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO IDAHO RESIDENT APPLICANTS: Any person who knowingly, and with the intent to defraud or deceive any false, incomplete or misleading information is guilty of a felony.

NOTICE TO INDIANA RESIDENT APPLICANTS: A person who knowingly and with the intent to defraud an insurer files a statement of claims containing any false, incomplete or misleading information commits a felony.

NOTICE TO KENTUCKY RESIDENT APPLICANTS: Any person who knowingly and with the intent to defraud an insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. "

NOTICE TO MAINE RESIDENT APPLICANTS:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO MINNESOTA RESIDENT APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW HAMPSHIRE RESIDENT APPLICANTS: Any person who, with the purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NOTICE TO NEW JERSEY RESIDENT APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO RESIDENT APPLICANTS: Any person who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK RESIDENT APPLICANTS: Any persons who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO RESIDENT APPLICANTS: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA RESIDENT APPLICANTS: WARNING: Any person who knowingly and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA RESIDENT APPLICANTS: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

NOTICE TO TENNESSEE RESIDENT APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA RESIDENT APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON RESIDENT APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WEST VIRGINIA RESIDENT APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant

Agent

Print name

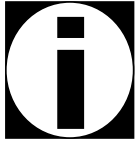
Print name

Signature

Date

Phone

Fax



**OHIO
INDEMNITY
COMPANY**

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

**Equipment Physical Damage
Policy
Additional Collateral Endorsement**

This Endorsement, effective as of 12:01 a.m. on _____, attaches to and forms a part of Policy Number _____ issued to _____.

It is hereby understood and agreed that:

It is hereby understood and agreed that the definition of **collateral** in Section II – DEFINITIONS is amended to include the following specifically described items. Coverage for each **collateral** item shall not exceed the **maximum limit per collateral item** as set forth in the Policy Declarations.

Except as modified, deleted or amended by this Endorsement, all other provisions, conditions, definitions, exclusions and limitations of the Policy to which this endorsement is attached remain in full force and effect.

Secretary

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS DOCUMENT
CAREFULLY AND KEEP IT WITH YOUR POLICY.

ARKANSAS AMENDATORY ENDORSMENT

EQUIPMENT PHYSICAL DAMAGE PROPERTY POLICY

This endorsement, which is attached to and made a part of the policy, modifies insurance provided under the following:

1. Paragraph 2. **LIMITATION OF TRANSFER OR RENEWABILITY**, of Section V. **CONDITIONS**, is deleted in its entirety and replaced with the following:

2. **LIMITATION OF TRANSFER OR RENEWABILITY**

- A. Coverage provided under this policy is not transferable to any other property.

- B. Nonrenewal:

- (1) **We** may elect not to renew this **policy**.

- (2) **We** may do so by mailing written notice to **you** at **your** last known mailing address, at least sixty (60) days before the expiration of this **policy** or, for a policy for a term longer than one (1) year and not having a fixed expiration date, sixty (60) days prior to the anniversary date notice specifically stating the insurer's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

- (3) However, if **we** revise **our** rates or rules and the revision results in a premium increase equal to or greater than twenty-five percent (25%) on any renewal policy issued for a term of twelve (12) months or less, then we will mail or deliver to the insured's agent not less than thirty (30) days prior to the effective date of renewal, and to the insured not less than ten (10) days prior to the effective date of renewal,

Proof of mailing shall be sufficient proof of notice.

2. Paragraph 6. **ACTION AGAINST US**, of Section V. **CONDITIONS**, is deleted in its entirety and replaced with the following:

6. **ACTION AGAINST US**

There will be no payment for **loss**, nor may **you** bring suit against **us** until:

- A. There has been full compliance with all of the terms and conditions of this policy; and

- B. Thirty (30) days have passed since **you** complied with all items listed under Condition 5. DUTIES IN THE EVENT OF LOSS.

- C. Any suit or legal proceeding has been commenced within five (5) years from the time at which all conditions under this policy have been met.

3. Paragraph 8. **OUR RIGHT TO RECOVER FROM OTHERS**, of Section V. **CONDITIONS**, is deleted in its entirety and replaced with the following:

8. **OUR RIGHT TO RECOVER FROM OTHERS**

If **we** make any payment for **loss** under this policy, **we** are entitled to recover what **we** paid from other legally responsible parties only after any **Insured** has been fully compensated for the **loss** sustained. **You** must transfer to **us** **your** right of recovery against any other party. **You** must do everything necessary to secure these rights and

must do nothing that will harm them. **We** shall not exercise **our** right of recovery against any **Insured** in respect to any **loss** paid under this policy, provided such **loss** did not originate through the willful action, knowledge or intent of the **Insured**. If the **Insured** effects separate settlement and releases any person or organization responsible for **loss**, **we** shall have the right to claim against the **Insured** up to the amount paid by **us**.

4. Paragraph 17. **CANCELLATION**, of Section V. **CONDITIONS**, is deleted in its entirety and replaced with the following:

17. CANCELLATION

- A. The **Insured** may **cancel** this policy by mailing notice to **us**, stating when thereafter such **cancellation** shall be effective.
- B. **We** may **cancel** this policy for non-payment by providing **you** and any lienholder or loss payee named in the policy with written notice of such **cancellation**, specifying an effective date for such **cancellation** and the reason for **cancellation** ten (10) days after the date set forth on such written notice.
- C. After the policy has been in effect for at least 60 days or after the effective date of a renewal policy we may **cancel** this policy for the following reasons by mailing or delivering 20 days' notice to the named **insured** and to any lienholder or loss payee named in the policy prior to the effective date of **cancellation** to **your** address shown in the Declarations.
 - (1) Fraud or material misrepresentation made by or with the knowledge of the named **insured** in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - (2) The occurrence of a material change in the risk that substantially increases any hazard insured against after policy issuance;
 - (3) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property that substantially increases any hazard insured against under the policy;
 - (4) A material violation of a material provision of the policy.

The mailing of notice shall be sufficient proof of notice of **cancellation**, and the effective date of such **cancellation** shall be set forth in such notice.

If a policy is **cancelled** in accordance with this section, return premium will be calculated on a pro-rata basis.

5. Paragraph 19. **APPRAISAL**, of Section V. **CONDITIONS**, is deleted in its entirety and replaced with the following:

19. APPRAISAL

If **you** do not agree with **our** determination of the amount of **loss**, **you** may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In that event, each party will select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. Each party will each pay their chosen appraiser and will bear equally the other expenses of the appraisal and the umpire. This provision is voluntary and non-binding.

6. Please be advised of the following consumer information:

Ohio Indemnity Company
250 E. Broad Street, Suite 1000
Columbus, Ohio 43215
1-800-628-8581

KTAC Insurance Agency
P.O. Box 2209
Suwannee, GA 30024-2209
1-800-348-5802

If **we**, Ohio Indemnity Company, fail to provide **you** with reasonable and adequate service, **you** should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204
(501) 371-1813

All other terms and conditions of the policy remain the same.



Equipment Physical Damage Property Policy Declarations Extensions

Policy Number

Year	Make and Model	Type	Identification Number	Retail Cash Selling Price
Total:				

Date Issued: _____
For questions about this coverage, please
contact the Program Administrator →

Authorized Representative: _____
Program Administrator: _____

<i>SERFF Tracking Number:</i>	<i>PERR-125301093</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ohio Indemnity Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026537</i>
<i>Company Tracking Number:</i>	<i>OIC-CIM-KE-AR-07-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>OIC-CIM-KE-AR-07-01-F</i>		
<i>Project Name/Number:</i>	<i>OIC-CIM-KE-AR-07-01-F/OIC-CIM-KE-AR-07-01-F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	PERR-125301093	State:	Arkansas
Filing Company:	Ohio Indemnity Company	State Tracking Number:	AR-PC-07-026537
Company Tracking Number:	OIC-CIM-KE-AR-07-01-F		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	OIC-CIM-KE-AR-07-01-F		
Project Name/Number:	OIC-CIM-KE-AR-07-01-F/OIC-CIM-KE-AR-07-01-F		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	10/25/2007
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Comments:

Attachments:

NAIC PCTD -Forms.pdf
2007 NAIC FFS.pdf

Satisfied -Name:	Memo and Letter of Authorization	Review Status:	Approved	10/25/2007
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Comments:

Attachments:

Filing Memo _CW x NY, CA_-F.pdf
OIC Authorization Letter.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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Renewal Business																					
f. State Filing #:																					
g. SERFF Filing #:																					
h. Subject Codes																					


3. Group Name	Group NAIC #
N/A	0000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Ohio Indemnity Company	Ohio	26565	31-0620146	

5. Company Tracking Number	OIC-CIM-KE-AR-07-01-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Neresa Torres 881 Alma Real Dr. Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888.201.5123 x111	310.230.8529	doi@perrknight.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Neresa Torres

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	9.0 Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0005 Other Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Kubota Equipment Physical Damage
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: November 23, 2007 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 23, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	OIC-CIM-KE-AR-07-01-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Ohio Indemnity Company ("the Company"), we are submitting this filing to introduce a new Commercial Inland Marine line of business for Equipment Physical Damage. Please see the enclosed memorandum and supporting material for more detailed information.

The Company respectfully requests that this new program be implemented for all policies effective November 23, 2007 or upon earliest possible date of approval/acknowledgment.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: 101342
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OIC-CIM-KE-AR-07-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	OIC-CIM-KE-AR-07-01-R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Equipment Physical Damage Property Policy Declarations	EPD-100 (10/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Equipment Physical Damage Property Policy	EPD-200 (10/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Equipment Physical Damage Application	EPDAPP (10/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Equipment Physical Damage Property Policy - Additional Collateral Endorsement	EPD-301 (10/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Arkansas Amendatory Endorsement	EPD-400 AR (10/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Ohio Indemnity Company

**NEW PROGRAM FILING – Form Only
COMMERCIAL INLAND MARINE**

Filing Memorandum

With this new program filing, Ohio Indemnity Company (the “Company”) is proposing a new program called the “Kubota Equipment Physical Damage Program” filed under the Commercial Inland Marine line of business.

The policy provides physical damage coverage for all losses except those specifically excluded in the policy. “Loss” is defined as “direct, sudden or accidental damage to or theft of the equipment”. The eligible types of equipment must be designated on the Declarations page of the policy, and may include the following: Agricultural Equipment, Construction Equipment, Commercial Equipment, and Utility Vehicles. A corresponding new program rate and rule filing has been sent in conjunction with this filing under a separate cover.



OHIO INDEMNITY COMPANY

March 13, 2007

Re: Ohio Indemnity Company, NAIC Number 26565

To Whom It May Concern:

Perr & Knight, Inc. is hereby authorized to submit, rate, rule, form filings on behalf of Ohio Indemnity Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr & Knight, Inc. at the following address:

State Filings Department
Perr & Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

Daniel J. Stephan
Senior Vice President
Phone: (614) 220-5210
Fax: (614) 228-5552
dstephan@oiclenderservices.com